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2-1-1913

## Tea and Coffee Drivers - Chicago, IL

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## Tea and Coffee Drivers - Chicago, IL

### Location

Chicago, IL

### Effective Date

2-1-1913

### Expiration Date

2-1-1914

### Employer

Chicago Retail Tea and Coffee Dealer's Association

### Union

Tea and Coffee Drivers' Union

### Union Local

772

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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# Agreement

Between the **Chicago Retail Tea and Coffee Dealer's Association** and the **Tea and Coffee Drivers' Union, Local 772, I. B. of T.** The Chicago Retail Tea and Coffee Dealers' Association, party of the first part, hereinafter called the Employer, and the Tea and Coffee Drivers' Union, Local 772, I. B. of T., party of the second part, hereinafter called the Union.

## WITNESSETH

THAT WHEREAS, both parties are desirous of preventing strikes and lockouts, and to maintain a uniform wage scale, working hours and conditions among the members of the Union, and concerns, individuals, and corporations hiring and employing tea and coffee salesmen and others in like employment and occupation, and to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and his individual employees:—

NOW, THEREFORE, the Union agrees that each member of the same hired and employed by the Employer will work for the Employer and the Employer agrees that he will hire and employ members of the Union under the following conditions:—

## ARTICLE I.

The Employer agrees to hire members of the Union in good standing, or those who will become members within thirty days after hiring out to the Employer.

## ARTICLE II.

The minimum wage scale for salesmen on tea and coffee wagons shall be as follows:—

Salesmen shall receive \$18.00 per week, and in addition thereto 12% commission on all collections over and above \$600.00 in four weeks and 12½% commission on all collections above \$800.00 in four weeks, all commissions payable at the end of each four week period.

## ARTICLE III.

A student's period of probation shall be fixed at 60 days, and he shall receive \$15.00 per week for the first 30 days and \$18.00 per week for the last 30 days. Experienced men are not to be considered students.

## ARTICLE IV.

All salesmen shall give the Employer three weeks' notice before leaving his employ. The Employer is also to give all salesmen three weeks' notice previous to their discharge, unless for sufficient cause.

## ARTICLE V.

All salesmen giving or given three weeks' notice of leaving such employment shall give to their employer, when requested in writing, an accurate statement of all outstanding accounts, and unless the Employer shall in writing make objections to the same within 30 days, after receiving the same, the same shall be taken as accurate.

The Employer will, on request, issue a statement to the employee in reference to his character and service while in such employ.

## ARTICLE VI.

No salesman shall be compelled to work on Christmas, New Year, Memorial Day, July 4th, Thanksgiving or Labor Day.

## ARTICLE VII.

The salesman and the Employer (or his authorized representative) shall arrange a schedule showing the hour the salesman is to leave the barn to make the delivery of each route so that each employee will start the delivery of each route not later than 8 o'clock a. m.

## ARTICLE VIII.

The Union agrees to expel any member for just and sufficient cause, when proof of the same is submitted to the Trial Board of the Union and passed upon by such Trial Board, according to the by-laws of the Union.

## ARTICLE IX.

The salesman may furnish to the Employer a fidelity bond or a personal bond; the fidelity bond to be furnished by a surety company designated by the Employer, and the first year's premium on said bond shall be paid by the employee, and refunded to him after he has been in the Employer's service one year, and the premium on the bond for all succeeding years to be paid by the Employer. Any cash bond now on deposit with the Employer may at the salesman's option have substituted for it a fidelity bond, whereupon the cash bond shall be released.

## ARTICLE X.

There shall be a steward at each barn to see that each member of the Union lives up to the rules of the Union; such steward shall be elected by the Union.

## ARTICLE XI.

In case of lockouts or strikes of any union, it shall not be considered a violation of this agreement for any member of the Union to refuse to deliver goods where such controversey is on.

## ARTICLE XII.

The Union agrees that at all times, as far as it is in its power, to further the interests of the Employer.

## ARTICLE XIII.

It is agreed that all individual contracts between employer and employee shall provide that for a period of one year after the employer and employee sever their connection in any way the employee shall not solicit orders for teas, coffees or spices from customers on the routes of his former employer which have been in the charge of or attended to by the employee. Each employer shall file a draft of uniform Contract with the Union within ten days from date and shall use only such contract in making contracts with salesmen. All existing contracts between employer and employee shall be amended to conform with this uniform contract within thirty days from date. No contract shall attempt to hold the salesman liable for any unavoidable loss or damage. Every employer hereafter becoming a member of the Tea and Coffee Dealers' Association shall conform with this provision of uniform Contract.

## ARTICLE XIV.

Should any controversey arise between the parties, not provided for in these articles, it shall be submitted to a committee of three persons for arbitration: one to be selected by the Union, one by the Employer, and the third by the two so selected by the Union and the Employer. During such time as the matter is pending before the Arbitration Board, there shall be no lockouts or strikes. The decision of the Arbitration Board to be final.

## ARTICLE XV.

This agreement shall go into effect February 1st, 1913, and may be opened by either party by giving thirty (30) days notice prior to February 1st, of any year.

IN WITNESS WHEREOF, The President of the Union has hereunto affixed the name of the Union, by himself as President, and the Secretary-Treasurer has affixed the official seal of the Union, pursuant to a resolution passed and adopted by the Union on the.....day of..... A. D. 19.... and the Employer has signed, executed, delivered and sealed, the same on the day and date first above mentioned.

**TEA & COFFEE DRIVERS' UNION, Local No. 772,  
I. B. of T., C., S. & H. of A.**

By .....  
President.

Attested by

.....  
Secretary-Treasurer.



..... (SEAL.)  
*What is the established Union hours?  
What is the scale for overtime, and the rate for Sundays  
and holidays? Are the men given time off on holidays  
with pay? 8 hrs. Overtime.*